

AMENDMENT TO OIL, GAS AND MINERAL LEASE

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STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

WHEREAS, this Amendment to Oil, Gas and Mineral Lease is dated the 7 day of November ~~2008~~, and is an amendment of that certain Oil and Gas Lease, document number D206297858, Real Property Records, Tarrant County, Texas, dated the 15th day of April, 2006 by and between Manuel V. Gomez, ("Lessor") and Keystone, Exploration, Ltd., ("Lessee"), and said lease later assigned to XTO Energy, Inc. in document D206339794 dated September 1st 2006 and filed on October 31st 2006, Real Property Records, Tarrant County, Texas.

The Lease, as executed, covers and includes Lot 26, Block 2A, of Marine Heights, Second Filing, an addition to the City of Ft. Worth, Texas, Tarrant County, Texas.

NOW THEREFORE, for good and adequate consideration received and acknowledged, Lessor and Lessee hereby agree as follows:

Amendment: Said lease has an incorrect acknowledgment date, stated as August 24, 2004. Said acknowledgment shall be amended to state corrected date in 2008 as shown in Exhibit "A": Also the effective date of April 15, 2006 will remain in effect.

Entire Agreement: Except as herein expressly modified, changed and amended, the Lease and all of the terms, provisions, covenants and conditions therein remain in full force and effect.

The undersigned does hereby ratify, adopt and confirm said Lease and hereby grant, lease and let to Lessee, his or its heirs, successor and assigns, the land covered by said Lease and this Amendment, upon and subject to the terms and conditions set out in said Lease.

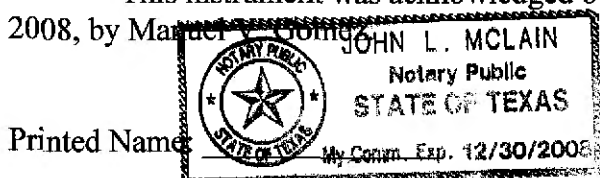
IN WITNESS WHEREOF, the parties have caused this Amendment to Oil, Gas and Mineral Lease to be duly executed as of the day and year first above written, to be effective on such date.

Lessor(s): *Manuel V. Gomez*
Manuel V. Gomez

Lessee: XTO ENERGY, INC
BY: *Julie A. Misener*
NAME: Julie A. Misener
TITLE: Landman

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 7 day of November 2008, by Manuel V. Gomez



John L. McLain
Notary Public, State of Texas
Commission Expires: _____

EXHIBIT "A"

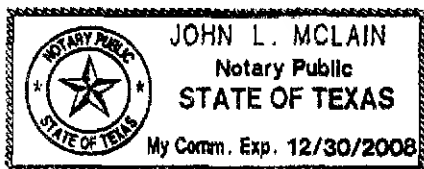
9. **Force Majeure.** Lessee shall not be liable for any delays in its performance of any covenant or condition hereunder, express or implied, or any condition hereunder, express or implied, or for total or partial nonperformance thereof, due to force majeure. The term "force majeure", as used herein, shall mean any circumstance or condition beyond the control of Lessee, including, but not limited to, acts of God and actions of the elements, acts of the public enemy, strikes, lock outs, accidents; Laws, acts, rules, regulations and orders of Federal, States or municipal governments, or officers or agents thereof; failure of transportation; or the exhaustion, unavailability or delays in delivery of any product, labor, service of material. If Lessee is required to cease drilling or reworking or producing operations on the leased premises by force majeure, then until such time as such force majeure is terminated in for a period ninety (90) days after such termination, each and every provision of this lease that might operate to terminate it shall be suspended, and this lease shall continue in full force and effect during such suspension. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.
10. **Lessor interest clause** if Lessor does not own or have the right to lease the entire mineral interest in the leased premises, then the royalties and any other sums payable hereunder shall be reduce and payable only in the portion that the interest covered by this lease bares to the entire mineral interest in the leased premises. If the mineral interest covered hereby is subject to an outstanding nonparticipating royalty, such royalty shall be deducted from the royalties payable to Lessor hereunder.
11. **Warranty.** Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right, at any time, to redeem for Lessor, by payment, any mortgage, taxes or other liens of the leased premises in the event of default of payment by Lessor any be subrogated to the rights of the holder thereof, and such payments may be deducted from any royalties that maybe payable to Lessor hereunder.
12. **Surrender.** Lessee, its successor and assigns shall have the right, at any time, to surrender this lease, in whole or in part, by delivering or mailing a release to the Lessor or by placing a release of record in the county or counties in which the leased premises are situated, and, thereupon, lessee shall be relieved from all obligations, express or implied, of this lease as to the acreage so surrendered.
13. **Parties bound.** This lease and all the rights, obligations and conditions hereof shall be binding upon each party executing this instrument and his heirs, devisees, successors and assigns. Should any party named above as lessor fail to execute this lease, or should any party executed this lease who is not named abovedL as Lessor, it shall nevertheless be binding upon the party or parties executing the same.
14. **Rules and Regulations.** Lessee shall comply with all the laws, statues, ordinances, rules, regulations and orders of the United States of America, the State of Texas, Tarrant County, the City of Fort Worth, the City of Saginaw, the Texas Railroad Commission, and other Governmental Authority or Administrative Agency which may have jurisdiction over the Lessee and the leased premises.
15. **Headings for Convenience.** The paragraph headings herein are for convenience only and shall not be considered or construed to limit the subject matter of any paragraph.
16. **Access** to the surface of the land is hereby denied without written permission from Lessor.

IN WITNESS WHEREAS, this instrument is executed the day and year first above written.

X Manuel V. Gomez
Manuel V. Gomez

STATE OF TEXAS }
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 7 day of November, 2008, by Manuel V. Gomez.



My commission expires:

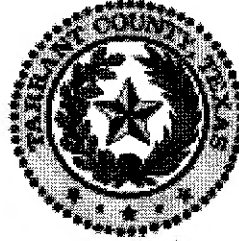
John L. McLain
Notary Public
State of Texas

AFTER RECORDING RETURN
TO:
CARLA PETROLEUM, INC
P.O. BOX 60273
FT. WORTH, TX 76115

CARLA PETROLEUM INC
P O BOX 60273

FT WORTH TX 76115

Submitter: JIM JETER



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/11/2008 04:06 PM
Instrument #: D208424705
OPR 3 PGS \$20.00

By: _____



D208424705

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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